UNITED STATES DISTRICT COURT

for the

District of Montana

Missoula Division

LYL Trust, Trustee

Plaintiff(s)

-v-

Carnegie Mellon University

Rushmore Loan Management, LLC

Defendant(s)

Case No. _____

(to be filled in by the Clerk's Office)

Jury Trial: *(check one)* ☑ Yes ☐ No

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	LYL Trust
Street Address	436 Addison
City and County	Kalispell, Flathead
State and Zip Code	Montana, 59901
Telephone Number	FAX: 12067741277
E-mail Address	legal@io-haptik.io

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title *(if known)*. Attach additional pages if needed.

Defendant No. 1

Name	Carnegie Mellon University
Job or Title *(if known)*	
Street Address	5000 Forbes Ave
City and County	Pittsburgh , Allegheny County
State and Zip Code	Pennsylvania, 15213
Telephone Number	+14122682000
E-mail Address *(if known)*	rculyba@cmu.edu

Defendant No. 2

Name	Rushmore Loan Management, LLC
Job or Title *(if known)*	
Street Address	P.O. Box 52262
City and County	Irvine
State and Zip Code	California 92619
Telephone Number	FAX: 19493412238
E-mail Address *(if known)*	

Defendant No. 3

Name	
Job or Title *(if known)*	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address *(if known)*	

Defendant No. 4

Name	
Job or Title *(if known)*	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address *(if known)*	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than $75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☑ Federal question ☑ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question
List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

14th Amendment: Due Process of Law
SECTION 1.
[…]
nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

5 CFR: Code of Federal Regulations.

18 U.S. Code § 1021 - Title records

(Not a complete list)

B. If the Basis for Jurisdiction Is Diversity of Citizenship

The Plaintiff(s)

1.

a. If the plaintiff is a Trust, Operating in Situs in Montana.
The plaintiff, *(name)* LYL Trust , is incorporated under the laws of the State of *(name)* Montana , and has its principal place of business in the State of *(name)* Montana .

2. The Defendant(s):

a. If the defendant is a corporation

The defendant #1: Carnegie Mellon University, is incorporated under the laws of the State of *(name)* Pennsylvania, and has its principal place of business in the State of *(name)* Pennsylvania.
Or is incorporated under the laws of *(foreign nation)* _____,
and has its principal place of business in *(name)* _____.

b. If the defendant is a corporation

The defendant #2: Rushmore Loan Management, LLC, is incorporated under the laws of the State of *(name)* California, and has its principal place of business in the State of *(name)* California.
Or is incorporated under the laws of *(foreign nation)* _____,
and has its principal place of business in *(name)* _____.

2. **The Amount in Controversy**

The amount in controversy–the amount the plaintiff claims the defendant owes or the amount at stake–is more than $75,000, not counting interest and costs of court, because *(explain)*:

Defendant #1, **Carnegie Mellon University** entered into a settlement agreement with the Plaintiff in 2000, for a specified amount. (See Exhibit C--Sealed). In 2009-2012, the Plaintiff learned this Defendant had broken the terms of their agreement. The Plaintiff then learned in 2009, that she was under attack by individuals associated with the Defendant, directed by a PR Firm, because one of the individuals had become a public figure, vindicating the Plaintiff's earlier complaints. For over 20 years the Defendant has continued to harm the Plaintiff. With the newest evidence occuring in 2021-2022. This is over 26 years of damage to the Plaintiff. The amount of the Tort for these damages is now over $1MM.

Defendant #2, **Rushmore Loan Managment, LLC**,took over the work of Bank of America, in August 2014. They have undertaken horrific and illegal actions, and contributed to the Plaintiff's financial difficulty, intentionally. They have participated in behaviors, similar to those by their client, Bank of America. Their actions were intentionally outrageous. The Value of the controversy is well over $1mm.

III. Statement of Claim

See Attached Complaint Statement of Claim

IV. Relief

See Attached Statement of Claim that includes Relief section.

VENUE

This Venue is appropriate in order to obtain Justice.

There have been previous violations of Title 5, Code of Federal Regulations, in Federal and Judicial Branch proceedings involving these defendants. These issues are integral to and merged into the controversies contained within this complaint. Justice is one of the important reasons for considering Venue.

The Parties all reside in different states as outlined in the Case form provided by the court and attached to the complaint.

The value of this case is over $75,000.

JURISDICTION

This court has jurisdiction over this matter because the Plaintiff is a Revocable Trust, with a registered agent located in Montana, whose operating documents instruct it to operate in Situ, under the laws of the State of Montana.

This court has jurisdiction over this matter because the controversies include Federal and constitutional laws as outlined in the Complaint form provided by this court.

This Federal court is given the authority to make judgements on subject matter arising from lower court rules.

This court has jurisdiction over this matter because all parties carry out their business and/or reside in different states, and so it is a clear diversity case, which can only be heard in Federal court. One of the defendants has demanded diversity in Federal court previously.

PARTIES

Defendants:

Carnegie Mellon University, who frequently receives contracts from the US Federal Government.

Rushmore Loan Management, LLC a contractor for Bank of America, a Federally Insured Banking Institution, and contractor for the US Federal Government.

Plaintiff: TLYL Trust, a revocable Trust, with a registered agent in the state of Montana, and operating in Situs in the State of Montana. This Trust contains real estate assets in Washington State which are part of the Plaintiff's claim and controversy, and a business asset registered in the

State of Montana, io-Haptik, which is also part of the Controversy in the stated Claim with both Defendants. The Plaintiff presents this case, Pro Se

The Plaintiff's paternal family were pioneers and ranchers in Montana, near Emigrant, in Park County. Her father was born on this ranch, and is buried nearby. He was a veteran of two wars, and died needlessly at the age of 51 because of an investigation he undertook as a managing editor of a major newspaper in Seattle. Our family has suffered severe losses because of these Defendants. I ask the court for careful consideration of the facts in this case.

I am attaching the original Land Patent for my Grandparents ranch for reference. This was their larger Ranch of 500 LYL cattle. They arrived in Park County in 1895 a from the Orkney Islands, and homesteaded near Suce Creek prior to obtaining this Land Patent.

PATENT NUMBER 74048

The United States of America,

To all to whom these presents shall come, Greeting:

Bozeman 0320.

WHEREAS, ANDREW LYALL

has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Bozeman, Montana, whereby it appears that full payment has been made by the said Andrew Lyall

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the northeast quarter of the northwest quarter of Section twenty in Township three south of Range ten east of the Montana Meridian, Montana, containing forty acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Andrew Lyall:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Andrew Lyall and to his heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Andrew Lyall and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-SIXTH day of JULY, in the year of our Lord one thousand nine hundred and NINE and of the Independence of the United States the one hundred and THIRTY-FOURTH.

(SEAL)

By the President: Wm. H. Taft,

By Wm. W. Warner, Jr., Secretary,

Recorder of the General Land Office.

6—992

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case–related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 7/12/2022

Signature of Plaintiff LYL Trust

Printed Name of Plaintiff LYL Trust, Trustee

B. For Attorneys

Date of signing: _____

Signature of Attorney _____

Printed Name of Attorney _____

Bar Number _____

Name of Law Firm _____

Street Address _____

State and Zip Code _____

Telephone Number _____

E-mail Address _____

Statement of Claim and Relief Sought

Complaint

Introduction

The Plaintiff brings this complaint against the named defendants after careful and thoughtful consideration. She understands the physical and financial harm it may cause her, the seriousness of the issues and the difficulty of presenting them in this venue.

What if those bound by federal regulations, violate these regulations and in doing so deny a Plaintiff due process under the law?

14th Amendment**: Due Process of Law**
SECTION 1
[…]
nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

The Defendants in this case have exploited their privile11ged positions and relationships with Government offices and employees, and have sought to misuse Government authority to carry out an illegal agenda of "Lawfare" against the Plaintiff. Assistance was often given by individuals in Government without a second thought. Their Governmental role by definition was to serve the beneficial public interest but instead they engaged in multiple violations of **5 CFR:** Code of Federal Regulations.

The Defendants have engaged together, with malfeasance, in continually creating a false public record of the Plaintiff. They have created a merged cause, because of their conjoined behavior, resulting in this action.

Their actions have occurred over years, with intentional physical and financial harm to the Plaintiff and her family members. They have broken and misrepresented their contractual agreements with impunity and then falsely blamed the Plaintiff.

Lawfare is defined as the use of laws and legal proceedings by a Government office, entity, or employee to wrongfully deprive the target of their legal rights and protections under US Federal and State laws.

While in previous years we may have thought such unethical and abusive "collusion" absurd, more recently we see these interdependencies all too often between public and private sectors.

There is a reason the Defendants embarked on such extensive efforts to damage the Plaintiff and violate her rights. A clear fact pattern exposing this reason is fully established via well documented evidence, and will be presented over the course of the case.

The Plaintiff reserves the right to amend this case as needed in accordance with local and federal rules.

ISSUES

All named Defendants and their cohorts participated in **intentional tortious interference with the Plaintiff's contractual relations.** And at common law, a defendant is liable to pay damages in tort for actions intended to interfere with the plaintiff's contractual relations with a third party. See *United Truck Leasing Corp. v. Geltman*, 406 Mass. 811, 812, 551 N.E.2d 20 n. 6 (Mass. 1990).

They also engaged in **tortious interference with prospective economic advantage** with a business relationship or an expected business transaction.

The **tort of intentional interference with prospective economic advantage** is based on acts that: (1) are intentional and willful; (2) are calculated to cause damage to a business or economic relationship; (3) are done with the unlawful purpose of causing damage or loss, without right or justifiable cause; and (4) result in actual loss or damages. See Maloney v. Home & Inv. Ctr., Inc., 298 Mont. 213, 224, 994 P.2d 1124, 1132 (2000).

Taylor v. Anaconda Fed. Credit Union, 170 Mont. 51, 550 P.2d 151 (1976), holds that the **tort of interference with contract rights requires proof that the defendant has intentionally done a wrongful act without justification or excuse.** See Taylor, 170 Mont. at 56, 550 P.2d at 154. If **the element of willfulness is established, summary judgment cannot be granted on that basis**. See Maloney, 298 Mont. at 225, 994 P.2d at 1133.

The Defendants in this case partnered with Federal Employees or parties who provide services to the US Federal Government and in doing engaged in behaviors which violated responsibilities under **5 CFR:** Code of Federal Regulations, including:

5 CFR § 2635.101: Basic obligation of public service.

(a) Public service is a public trust. Each employee has a responsibility to the United States Government and its citizens to place loyalty to the Constitution, laws and ethical principles above private gain. To ensure that every citizen can have complete confidence in the integrity of the Federal Government, each employee shall respect and adhere to the principles of ethical conduct set forth in this section, as well as the implementing standards contained in this part and in supplemental agency regulations.

(b) General principles.
[…] general principles **apply to every employee** and may form the basis for the standards contained in this part. Where a situation is not covered by the standards set forth in this part, employees shall apply the principles set forth in this section in determining whether their conduct is proper.

(1) **Public service is a public trust, requiring employees to place loyalty to the Constitution, the laws and ethical principles above private gain**.

(2) Employees **shall not hold financial interests that conflict with the conscientious performance of duty**.

(3) Employees shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.

(4) An employee shall not, except as permitted by subpart B of this part, solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.

(5) **Employees shall put forth honest effort in the performance of their duties**.

(8) **Employees shall act impartially and not give preferential treatment to any private organization or individual**.

(9) Employees shall protect and conserve Federal property and shall not use it for other than authorized activities.

(11) Employees shall disclose waste, fraud, abuse, and corruption to appropriate authorities.

(12) Employees shall satisfy in good faith their obligations as citizens, including all just financial obligations.

(13) Employees shall adhere to all laws and regulations that provide equal opportunity for all Americans regardless of race, color, religion, sex, national origin, age, or handicap.

(14) Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this part. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

It is the Plaintiff's observation and belief that in violating these principles as well as other laws, they have created the basis for which the Plaintiff has established a clear controversy, has been harmed and may seek remedies, including those governed by Tort Laws, and Declarative Statements by the Court.

HISTORY and FACTS

Regarding Defendant Carnegie Mellon University

New intentional actions occurred which interfered with Plaintiff's recent business relationships and opportunities with IOG (Input/Output Global) and their incubator, "Project Catalyst".

The Plaintiff's experience with IOG and Project Catalyst

In March 2021, the Plaintiff began to participate in meetings with leadership and developers whose focus was to build out the governance and Digital Identity Systems (DIDs or Decentralized IDs), for a blockchain project called Cardano. Cardano was initially funded by the company IOG, and their foundation, Cardano Foundation (CF) and funding incubator for developers: Project Catalyst. The Plaintiff's interests included exploring new forms of a digital interface. These were the types of technologies the Plaintiff was exploring as a tenure-track professor at Carnegie Mellon University, including Spatial Computing, (Virtual World Development) and Objects as Interface, (rather than merely the screen as interface).

The Plaintiff's Initial Experience with Carnegie Mellon University.

The Plaintiff's tenure-track position ended at Carnegie Mellon University (CMU) once she reported behaviors she witnessed there which were outrageous and harmful to other faculty and students. She attempted many times to bring these issues to the attention of leadership, eventually being forced to move up the chain all the way to the President of the University. They ignored her complaints and that of other tenure-track professors in her department.

Carnegie Mellon University is the second highest rated technical university in the US, after MIT. It's research is primarily funded by the US government and Military. And it focuses on Artifical Inteligence, robotics, and computer science. Carnegie Mellon is a funded contractor on many projects for the US Federal Government. it also is home to CERT, which oversees all Cyber Crimes and threats which may impact the US.

The Plaintiff was hired as a tenure-track professor at Carnegie Mellon in 1995, (See Exhibit B). During the Plaintiff's tenure at CMU, and then afterwords, in an effort to remove her capacity as a valid witness, the Defendant has violated codes of ethics which fall under Title 5: The Code of Federal Regulation. The Government employees who hired them, and funded research at their institution, and employees of Federal agencies, also violated these codes. The Plaintiff was voted to be reappointed for a second contract, by the Faculty. But In an unusual turn of events, after she complained about what she witnessed, the administration overturned their vote and her position ended after four years.

In 2000, the Plaintiff settled a lawsuit with Defendant Carnegie Mellon University (CMU) in an attempt to stop the wrongful behavior. She filed this case prior to the vote on her reappointment. She only settled the case because she had become ill, from their aggressive behavior to cause her to settle. It was a week before trial. Her case had survived an aggressive Motion for Summary Judgement. At the time she had left Carnegie Mellon, and been hired by the University of Washington in Seattle, her home town. Unfortunately she later learned this hiring was arranged between the two University administrations, with a goal of further harming the Plaintiff so she would settle her open case with CMU. This arrangement became known through a Public Records Act Request, (Washington state's version of a FOIA request in 2011. The two universities worked together again in 2011-2012, with the High Profile individual, (Mr MC through his brother Mr BC, and Others) in unethical behaviors. A state court issued an Order regarding this and naming Mr BC, and others associated with Carnegie Mellon University. (**Exhibit A**). The Plaintiff will provide the names of these parties under seal or in-Camera.

Because the Plaintiff has been the target of Lawfare, the goal is often to force her into legal proceedings so the public documents can be published on the internet, and recontextualized for offensive Political strategies and illegal agendas. This was done in 2009-2012, and resulted in a criminal charge of cyberharassment and cyberstalking. (See the King County WA, criminal case listed in Exhibit A). The Plaintiff believes the current actions by the Defendants, which resulted in this case, include in part, similar goals.

After February 14, 2009, the Plaintiff became aware that the party who was hired at Carnegie Mellon, at the same time she was hired, (Brent Scott), in her teaching area, had become a public figure for work he created using technologies he developed and employed at CMU. They also included behaviors which directed male students to carry out harmful behavior towards female students, resulting in the rape of one of her students.

This man's behavior had odd similarities to that of Jeffery Epstein, who incidentally, was associated with a technical university: MIT.

Brent Scott through his company, "InSex" developed one of the first online violent pornography sites, where users could go online and torture women during a live session, for a fee. He made $29,000 per month for seven years with this work. It was later sold to someone in Europe for millions of dollars.

CMU administration stated in a court record, (During the depositions of the Plaintiff) his work was appropriate faculty work which the Plaintiff merely could not understand because of her gender. The University of Washington also took a publicly supportive position of this man's work. This later became a reputation issue for both Universities. And it became the basis of a mutual interest to cause physical, mental and professional harm to the Plaintiff for years to come. Part of CMU's focus on the Plaintiff for so many years is based of this man's public presence. They fear the Plaintiff might be called on to describe her experience. In the Settlement agreement with CMU, the Plaintiff refused to limit her speech. (See Exhibit B)

In 2016, the Plaintiff learned the attacks on her, which began in 2009, were carried out by a PR firm, hired by Carnegie Mellon. Again, this PR effort appeared when this man first became a public figure (Valentines Day, 2009) and the Plaintiff became a target for increased defamation and threats in order to make sure she remain quiet. This was ten years after she left CMU. Clearly she was merely seeking to survive in her professional work.

In addition, the Plaintiff was blackballed, and stalked, so any professional position she sought or obtained was untenable and would fail. Her family was also harmed. She received threats on the window of her vehicle, which has continued into recent years. She has received threats about her dogs, even recently. These behaviors are common behaviors in similar Lawfare situations but they violate the Title 5: Government Code of Conduct Regulations and criminal laws of harassment, and intimidation. They also constitute acts of Retaliation.

The costs of fighting each new defaming and physical attack took everything from the Plaintiff: Including her health, (Restitution was Ordered by the Judge in the criminal case, for health issues she developed because of the stress) but were never paid, even though the "frontman" is wealthy and lives on a trust fund), her community and professional relationships, and her assets. Again, this was "Lawfare", the newest form of "warfare" against citizens who speak out against unlawful behavior carried out by those with government authority or agency. And again, such behaviors violate Title 5: Government Code of Regulations.

The Plaintiff's Experience with IOG, Project Catalyst, the Cardano Foundation, and the arrival of CMU and their Bullies.

In May 2021, as the Plaintiff was engaging in the Cardano project, interference became evident. The behaviors were very similar to those she experienced at CMU and those during the height of the smear campaign, which began in 2009. Explicit violent pornographic references surrounded her. This is a highly respected blockchain project, with a high number of academics from many respected Universities. It is also populated with a high percentage of individuals from the military and government, including DARPA.

The Plaintiff's family and close friends have been associated with the military and worked for Government agencies. This was one reason why she initially felt comfortable in the Zoom meetings, prior to the influence of CMU and their well-heeled bullies.

Several times, the Plaintiff was asked to speak publicly via a zoom call, to groups of community members. Each time, violent pornography references were scrawled across the screen, using the annotation feature. For months, until she finally complained, this only happened to the Plaintiff. The Plaintiff then began to decline offers to publicly speak, in order to avoid these experiences.

The administration at IOG were aware of these actions, but remained quiet. This was not a good sign. Her technical contributions then began to be belittled, while at the same time

copied and funded by community leadership, (just like CMU). An effort was then made to make a distinction between male and female contributions, and older women in order to further belittle the Plaintiff. Silos were created to separate women or elders from the main community. The Plaintiff refused to be siloed in this manner. You never learn anything in a silo! We only learn from those who come from different points of view.

The Plaintiff is not including parties at IOG, Cardano Foundation or Project Catalyst in this suit, (except as witnesses), because she does not believe they would have acted this way had they not been influenced to do so by Carnegie Mellon University, and their Federal funders, overseers and cohorts. As recipients of Government Funds, this behavior to exploit authority in order to influence wrongful behavior is a violation of Title 5: Federal Code of Regulations.

The Plaintiff then looked online, and found the same high profile individual, (Mr Mark Cuban), who engaged in her smear during 2011-2012, at the bequest of CMU, was engaging with the founder of Cardano, (Mr Charles Hoskinson). Both are influential billionaires. Mark Cuban, had never shown any interest in Charles Hoskinson previously, nor anyone at Cardano, or IOG, prior to her arrival. The Plaintiff always made sure there is no connection with Mr Cuban and his brother, or CMU, before she engages with any technical community. THEY followed her into this community,

The Plaintiff attempted to ignore this behavior. And continued with her relationships on the project as best she could. The belittlement continued. Never-the-less, in fall of 2021, she received 115,000 votes from the Cardano community, for her proposal to research a new interface and DID, and so it was funded. Leaders in Project Catalyst, the Cardano Foundation and IOG did not seem to be happy about this funding. her Funded Project soon became public information, which terrified the Plaintiff, as she feared CMU et al would increase the smears and attacks as they always do.

Sure enough, soon after she was funded, CMU gifted a school of research to Charles Hoskinson, the 33 YO founder of Cardano, and named it after him. This was strangely out of scale with his expertise and experience. But this is exactly how CMU acts in order to gain control over others. They do so because of their relationship with Federal funders, and powerful government agencies. Again, this is in violation of the Title 5, Code of Federal Regulations. It uses gifts and bribes to influence behavior in the Private Sector, desired by the Federal agencies and officials.

CMU did the same illegal “gifting” in the form of arranging for an out of scale academic appointment for a man (Mr BC), in 2001, at a neighboring University. This man had been a witness in the Plaintiff’s case against CMU. This is bribery, and an inappropriate use of

their authority, and misuse of Federal Authority, under the title 5, Code of Federal Regulations. Note: Again, I am protecting some of the names of those not yet or may not be named as defendants in this case, but can provide them under seal or in-camera.

The belittlement and interference with the Plaintiff's contracted and funded project, (now a Montana business) increased. Just as interference occurred with her work in 2009-2012 at the hands of CMU and their cohorts and bullies.

Every normal activity the Plaintiff took to complete her work was bizarrely interfered with, and such interference was done arrogantly, publicly, and with snide comments and images. And even the smallest underling knew they should publicly humiliate her and try to interfere with her success, in an attempt to cause the project to fail. These were people who had no previous experience with the Plaintiff. it even included a man in the UK, who was being funded for a military PhD program. He had been a former gang member in London, and all of a sudden was given a front row position in the Cardano/Community by IOG leadership. The only thing he and most of these bullies knew was how they were being influenced and encouraged to behave towards the Plaintiff. And this only could have come through the illegal abuse of authority by those associated with CMU and their Federal funders, and Cohorts, in violation of Title 5, Code of Federal Regulations.

Exactly as had happened at CMU, (after the Plaintiff reported wrongdoing to CMU Administration), Cardano, IOG and Project Catalyst became the home to (near) pornographic images of women, and images of rape, which the same community leaders endorsed. (Exhibit D). The images were placed carefully on Twitter, to make sure the Plaintiff would see them. Other actions also occurred.

Threats against her dog appeared once more as they had appeared during the CMU case. (Exhibit E) And then her dog was wounded in the same area of her body as depicted in an image she received via a former Federal Employee, (Former Air-force, and possibly still employed by the Federal Government), who had recently joined the Cardano community. Other leaders in the community knew of the harm this likely would cause the Plaintiff. But they seemed to know better than to try to assist her in finding the party who sent the image. Luckily she was able to obtain this information. It is common for those trained in the military to harm or attack a target's Dog. (The target is usually a foreign enemy, not a US citizen). The Plaintiff has a recorded example of this being explained to a fellow soldier by someone in the US military. The Plaintiff can show this in court. But again, this is a violation of Title 5: Code of Federal regulations, and illegal to do to a US citizen, within the boundaries of the US.

There are many other examples of intimidation the Plaintiff received in an attempt to interfere with the funded contract she received in the Fall of 2021 from Project Catalyst. Her experience greatly differed from other funded proposers. And it all followed the exact fact pattern of the behavior at Carnegie Mellon University.

During 2021-2022, one of the community leaders, Mr DL, who is highly regarded by the leadership at IOG, CF, and Project Catalyst, took multiple actions to smear the Plaintiff's proposal, beginning in the fall of 2021, prior to the vote. Still it received 115,000 votes and was funded. He then continuously and boldly made multiple attempts in public venues to defame her. He called her out in Twitter Spaces and Discord meetings and posts. At one Point, in June 2022, it was so disruptive and harmful to the Plaintiff, and purposefully recontextualized her Funded Project and her intention, she wrote him and told him formally, to cease and desist his behavior. Mr DL plays a formal role as gatekeeper for the Cardano Foundation, and Project Catalyst. He is paid for his work in this role. The Plaintiff had never criticized him until he began to target her, after CMU and their cohorts began to influence and infiltrate this community.

It was soon after this, the Plaintiff received an illegitimate Notice of Default, (this would be the 4th one since 2012), claiming an unknown beneficiary was demanding payment of unsupported and false amounts, for a mortgage contract that had long since lapsed, due to the expiration of 6 year Statute of limitations on Mortgage Liens. Defendant Rushmore Loan Managment was listed on the notice, again. Rather than tape a packet to her door, each page was taped into an elaborate cross, making an intimidating display. The last one she received in 2018, was presented as a wet ball of paper, wadded up and thrown on her front porch, a month after it was dated. This is Lawfare. The June 2022 document was not a legitimate Notice of DeFault.

The parties listed on the Notice have no legitimate claim to place a lien on the Plaintiff's home. They had not contacted her or made an effort for years, (since 2018). If they had a legitimate claim, they could have foreclosed in the four preceding years. But they did not. The goal of this current campaign is to attempt to force her into filing bankruptcy, or interfere with her ability to successfully complete her contract for the Project Catalyst funded project, (now part of her Montana Business, IO-HaptiK, LLC)They hope because of her age, she will merely be unable to read or understand the financial details. And so perhaps they can just "get lucky" or at the very best cause her to become sick from the stress. These are the behaviors they employed previously with Carnegie Mellon University, et al.

Just to make it clear to the Plaintiff, and to exercise bravado, on or near the day the Plaintiff received the Notice, Mr Charles Hoskinson, the founder of Cardano Blockchain

and head of IOG, posted a tweet, with an image of an elephant. Underneath it he stated: "the elephant killed a 70 YO woman. And then came back to trample on her grave." I am nearly 70 YO. This arrogance has been exactly how those who CMU and their Federal Funders and agencies (and those they have bribed or influenced) have acted in the past. They become exuberant at first for the new found authority they are promised from CMU and these agencies of authority, even when it is in violation of of Title 5, Code of Federal Regulations or other laws. I have never taken any action against Mr Hoskinson. But I have asked for his help in the past, during actions by Mr DL, which made it nearly impossible to function normally in the preparation of my proposal and after it was funded. I have never heard anything back from him on my requests. But it is clear he received them.

Regarding Defendant Rushmore Loan Management

Defendant Rushmore Loan Management is a Loan Servicer and contractor of Bank of America and now claims to be a Loan Servicer for another party, who is without legal rights or standing regarding the Plaintiff's property, or any lien against her property they claim. This party is listed as Truman Holdings LLC, and falsely presents themselves as a beneficiary of the Plaintiff's former mortgage. The lack of,any standing in such an effort will be explained below.

Defendant Rushmore Loan Management has intentionally misrepresented payment amounts in numerous court hearings, for alleged mortgage payments, when the Plaintiff's mortgage appeared initially "appeared valid" (but it was not). They changed these amounts so the Plaintiff would not have the funds to make the payments and cure a manageable default in 2013. They added false amounts on a Federal court ledger, between 2014, 2015 and 2018. They colluded with a Federal Trustee to publish incorrect payment amounts, in court documents,against Title 5: Code of Federal Regulation. This behavior was not even questioned nor was there a hearing allowed so the Plaintiff could produce proof of why this was occurring and why it was incorrect. And interestingly, the recent Notice of Default of 6/2022 contradicts these amounts, which were paid to them by Federal Trustee's Office and Clerk of the Federal Court. They merely just leave them out all together, in order to inflate this latest demand and use the courts to obtain funds from the Plaintiff they have no write to claim. (Exhibit F) This and similar behaviors have occurred by Defendant Rushmore multiple times since August 2014, and previously by Bank of America.

The mortgage contract of 2008, from Countrywide, with the Plaintiff ended in 2019 because the statute of limitations ended, terminating it. The first missed payment, by the

Plaintiff was in March 2012, when The Plaintiff was under attack by the PR firm of Carnegie Mellon as described above.

The Plaintiff had perfect credit prior to this, and had been hired by Morgan Stanley Smith Barney at the time, as a Licensed Representative. You can not be hired in this role if you have even one ding on your Credit. But CMU and their cohorts decided they needed to damage the Plaintiff's subsequent professional work, as they had since she left CMU in 1999, and increasingly so since 2009, when the smear campaign was initiated.

December 2010, was the month when CMU's frontman was extradited from NYC to Seattle by two Secret Service Electronic Crimes Taskforce Detectives. He was placed in King County Jail, across the street from Morgan Stanley's office where the Plaintiff worked. The Detective told her she and her family member should leave their home as if he was released on bail, their lives might be in danger. He had threatened the Plaintiff with a gun, in a video, previously.

Remember this is the person Mark Cuban through his brother and employee, Brian Cuban publicly supported on the internet, during the smear of 2009-2012, which resulted in the Court Order listing parties all associated with CMU, (Exhibit A). I chose to leave my job at Morgan Stanley for the safety of my colleagues in that office. I have the letter I wrote to my boss. I left after first telling my boss about what the Detective said. He took actions to protect the office. But afterwards, he made it clear, non-verbally, but through actions, it would be best if I left my job. My income was gravely harmed, my family was harmed, and the ensuing Lawfare, which continued through 2012 continued to damage my assets, resulting in my filing a Chapter 13 Bankruptcy, which was confirmed in 2013. Little did I anticipate, Federal officers would participate, with Bank of America (who inherited the loan from Countrywide after its demise), and Rushmore Loan Management, (who replaced BoA as Creditor number 26, in August 2014), would take illegal and unethical actions to sabotage the completion of the Plaintiff's case. It is through the records from this Bankruptcy, obtained in 2018, including the Trustee's Ledger, and her Attorney's file, that the Plaintiff learned of the illegal collusion between these parties. And it was not until 2022, upon further review of the Ledger, that the Plaintiff confirmed, Rushmore Loan Management intentionally sought to destroy the Plaintiff's Chapter 13 case, with the help of the Federal Trustee and his legal assistant, and other's.

In 2012, Carnegie Mellon and their Federal Funders also chose to engage Bank of America to add their behavior to intimidate and silence the Plaintiff using the internet and social media. They posted her online private banking information about a missed mortgage payment, before there was even time for a default. They did so under a pseudonym, impersonating the Plaintiff. This was exactly the same behavior carried out

by their "frontman" in their PR firm's smear campaign. He was eventually convicted of cyberharassment in January 2011. This behavior falls under cyberharassment. And it violated multiple laws, as they are a Federally controlled banking entity, so their behavior is a violation of Title 5: Code of Federal Regulation, as well as cyberharassment and retaliation laws.

Carnegie Mellon University and their PR contractors and influencers and Bank of America worked together using these violations of law and abuse of Federal Authority, to force the Plaintiff into a default, and since then have exploited contract laws, and federal courts to intimidate the Plaintiff and make it impossible for her to address where they misrepresent the facts.

Defendant Rushmore Loan Management is defined as a **Prohibited source** to Jason Wilson-Aguilar, and his Predecessor Michael Fitzgerald, (who he served as legal counsel). Both of these men are serving or have served as the Chapter 13 Standing Trustee for the Seattle Division of the Western District of Washington. By definition definition under **5 CFR:**

(d) Prohibited source means any person who:

(1) Is seeking official action by the employee's agency;

(2) Does business or seeks to do business with the employee's agency;

(3) Conducts activities regulated by the employee's agency;

(4) Has interests that may be substantially affected by the performance or nonperformance of the employee's official duties; or

(5) Is an organization a majority of whose members are described in paragraphs (d)(1) through (4) of this section.

Rushmore Loan Mangement entered the Plaintiff's Chapter 13 case in August 2014. The Plaintiff thought she was paying off any default on her mortgage, through this confirmed Chapter 13 case. From the ledger it can be seen the Plaintiff had overpaid, for nearly a year to Bank of America in this same case, prior to Rushmore Loan Management entering as their replacement as Creditor 26. (See Exhibit G).

The payment amount nearly doubled when Rushmore took over this role. (Exhibit G) There was no definition in the Plaintiff's mortgage contract, which allowed a doubling of

her mortgage payment—as occurred—within one month. This wrongful increase of the Plaintiff's mortgage payment directly Interfered with the Plaintiff's feasible payment plan.

This change was never even questioned by the Trustee or the Judge or the Plaintiff's own attorney. It is known that the Trustee in a Chapter 13 case works for the Creditors, not the Debtor. They had a direct fiduciary relationship. However as Federal officers under **5 CFR, they had an obligation to follow the Code of Federal Regulations. They clearly did not.**

The last payment made by the Plaintiff in this Chapter 13 case, was on January 30, 2015. The amounts claimed as owed by Rushmore and entered in to the Trustee's ledger, are not reflected in this latest false claim and Notice of Default, received by the Plaintiff on June 17, 2022. (See Exhibit F). This is not the last time this has occurred and been allowed by the Chapter 13 Trustee, or Jason Wilson-Aguilar, as Trustee or officer of this Federal court, violating their responsibilities under **5 CFR.**

As mentioned above, the Plaintiff has only recently been able to fully review the ledger from this 2013 confirmed Chapter 13 case. It is clear from this ledger, that something happened in **August 2014** which caused multiple false and wrongful actions actions by Federal employees, and Rushmore Loan Management:

1. The Chapter 13 Trustee inappropriately used his Federal authority, working with creditor/s 26, who wrongly claimed to have standing with a mortgage contract on the Plaintiff's primary residence, and nearly doubled her payment to Defendant Rushmore, in August 2014. The Trustee is a Federal Contractor and this was clearly in violation of Title 5, Code of Federal Regulation.
2. A FOIA request had been submitted to the FBI, in January 2014, for records they created while the Plaintiff served on the Faculty at Carnegie Mellon University. The Plaintiff sought their assistance, after all efforts through Carnegie Mellon's administration failed on a hacking of her teaching server, used for her classes. This server resided in the Data Room at CMU, and was overseen by a team of expert technicians for servers for the entire University. This FBI file involved the information regarding their investigation into the hacking of the Plaintiff's server, their hardware collection, (the hard drive), and their meetings with the Plaintiff.

   After she participated in a grievance process, hundreds of pornographic documents had been programmed to refer back to her server and then to go to AOL. AOL complained to the Plaintiff in email. The Plaintiff sought help, over a weeks time as the number of files sent out increased exponentially. This was not spam. This was a

direct assault on the Plaintiff's server. CMU administrators refused to stop this, even though they clearly had the capacity to do so, being home to CERT, a Federal Agency which investigates and prevents cyber attacks in the US. Instead they used their resources to escalated the situation. The Plaintiff has documents with employee names from the FBI who she was in contact with during the investigation, so she knew a file was created. She had also been told a file was created when talking with the Director of the FBI's Pittsburgh office.

3. The FBI ignored the Plaintiff's FOIA request. They also ignored the request for her father's records—part of the same request. And the records for a case he was working on as a journalist, at the time of his death, and left to the Plaintiff, asking her to complete the research, which she did.

4. The Plaintiff's confirmed Chapter 13 case began to be transformed, and harmed, as soon as the FBI became aware of her FOIA request. Documents were changed. Rushmore Loan Management changed amounts due. The Trustee stopped paying her car payment, for no legitimate reason, which was current at the time she entered the Chapter 13 case. The Federal Judge and the Trustee and her own lawyer created a document to claw back all payments to her Car creditor, for no legitimate reason other than to cause her Car loan to go into default, without telling her until it was too late and her car was,repossessed. The Plaintiff did not learn of these actions until she received her file from her Attorney's office in 2018. All of these actions were an inappropriate use of Federal authority and influence, which intentionally caused her Chapter 13 case to fail in March 2015.

   Adjustments could have been made to compensate for these changes, allowing the case to complete. But instead, her attorney left abruptly after taking the damaging action to remedy the situation by filing a new case, rather than fixing the current case. These actions were in violation of Title 5, Code of Federal Regulations. The actions were retaliatory and used as intimidation for her exercising her rights to request and receive public records.

5. In 2018, the Plaintiff was forced to file a FOIA lawsuit because of the FBI's refusal to supply the requested documents. In open court, during a pretrial scheduling hearing the Federal judge stated, (this is recorded by the court) he would not listen to anything the Plaintiff had to say, because of her father's decades old investigation. He said, he was aware of that case. And that he was friends with the former prosecutor. This had nothing to do with whether the plaintiff was legally entitled to receive her own documents. It was inappropriate and a misuse of authority, and in violation of Title 5: Code of Federal Regulations. The Plaintiff has

never received the FBI documents from the server incident at CMU, nor files regarding her fathers work.

The federal judge, in his actions in open court, exposing his bias, in the FOIA case (CASE NO. C15-1818-RSL) filed in Federal Court, in the Western District of Washington, **violated Canon 2, of the Code of conduct for US Judges**:

A Judge Should Avoid Impropriety and the Appearance of Impropriety in all Activities

(A) Respect for Law. A judge should respect and comply with the law and should act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

(B) Outside Influence. A judge should not allow family, social, political, financial, or other relationships to influence judicial conduct or judgment. A judge should neither lend the prestige of the judicial office to advance the private interests of the judge or others nor convey or permit others to convey the impression that they are in a special position to influence the judge. A judge should not testify voluntarily as a character witness

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It is now clear after looking at the 2013 Chapter 13 Ledger, that the events beginning in 2014, and through the present, involving Rushmore Loan Management are efforts that violate Title 5, Code of Federal Regulation, Banking laws, Contract laws, and were done in an effort to cover up wrongdoing by those associated with the Federal Government, including Carnegie Mellon University, in violation of Title 5, Code of Federal Regulation. In doing so, the Plaintiff was intentionally harmed. Her contract to complete her Chapter 13 was harmed, her contract with her Car Creditor was harmed, (she lost her car), and this was all done intentionally by Rushmore Loan Managment with wrongful actions by Federal Employees. .

Additional and intentional obfuscation of the Plaintiff's public records were identified in July, 2022, AFTER the Plaintiff received the Notice of Default by Defendant Rushmore Loan Managment.

Interference of Recording Indexing of Plaintiff's Title, by employees of the King County Recorder's Office.

This was done in violation of**: 18 U.S. Code § 1021 - Title records:**

Whoever, being an officer or other person authorized by any law of the United States to record a conveyance of real property or any other instrument which by such law may be recorded, knowingly certifies falsely that such conveyance or instrument has or has not been recorded, shall be fined under this title or imprisoned not more than five years, or both.

After the Plaintiff received the fraudulent Notice of Default, on June 17, 2022, she began to gather her recorded records for her property at the King County county Recorders office. They have a search page, that allows you to search for what is recorded by Parcel ID, or your name, or Document number. A person only knows the document number if they received a copy of the document. Note: if they never have received the document number, and the Parcel ID and name search omits the document, the user would never know if any recorded document exists. This undermines the purpose of recording documents.

The entire reason one records documents with the county is so that there is an official record, especially in the case of real property records. In 2015 the Plaintiff downloaded all her property records regarding her property from the Recorder's website, using the Parcel ID search. Some of those documents are no longer appearing in a Parcel ID or name search. They have been wrongly de-indexed to hide them from the public.

The Plaintiff is the Title owner of the property. It was purchased by she and her former husband in September 2000.

The 2000 Warranty deed and Title was recorded and previously appeared in a Parcel ID search for her property in 2015. But in July 2022, the warranty Deed did not show up in a recorders search for her name, her former husband's name, or her Parcel ID.

The Recorder's office had wrongfully changed the indexing of her document, so it would not show up in these types of searches, for no legitimate reason. The Plaintiff called a title company, and they ran what was referred to as a "Title-Plant" search. The title-plant search revealed the Warranty Deed and Title document and its recorded document number. The Plaintiff was then able to find it only by a document ID search, in a Recorders search.

The significance of this is that anyone searching for the history of the Plaintiff's property, would not show that the Plaintiff was the Title holder, since 2000. The Plaintiff's husband Quit Claimed his interest in the property to her in 2008.

The employee at the Title company also checked the Recorders office and found the same result. And she does these searches daily in her profession. This is documented. It is unknown how long this change in Indexing for the Plaintiff's original Tittle, had been preventing others from receiving a correct Title history on her property.

The Plaintiff called the County Recorder's management, in July 2022, (a government employee acting in an official capacity). He stated he also could not see the document using the Parcel ID or Name search. The Plaintiff gave the manager at the Recorder's office the document number, for the Warranty Deed and Title. He was then able to locate the document. He stated the field for the Parcel ID and Name fields were edited and made empty, so it would not turn up in a search.

This was an intentional obfuscation by government employees to misrepresent the Plaintiff's ownership and history of her Title of her home. The Plaintiff has now found other documents which were previously recorded, but do not appear in searches for her Parcel ID, or Name. This puts the Plaintiff in danger of being misrepresented by omission of facts and presents an inaccurate history of her property ownership.

Who would gain from such an action? Rushmore Loan Management and their Associates, who have created a false record of facts surrounding the Plaintiff's property.

The Plaintiff's ownership of her property

The Original Warranty Deed and Title for the Plaintiff's home is an important document, as it lists the original Title Holder, (The Plaintiff and her former Husband), and it does not list the mortgage beneficiary, but MERS as a "nominee" for the lender, Homestreet Bank. (See Exhibit H)

It is important to understand that MERS was only a reference database. It never had the capacity or authority to transfer interest to another party. it is not a valid beneficiary. This has been determined in multiple cases.

Here are two case outcomes, one in Washington State and one in Oregon state:

In Washington State case:

BAIN vs METROPOLITAN / SELKOWITZ vs LITTON
"The primary issue is whether MERS is a
lawful beneficiary with the power to appoint trustees within the deed of trust act if

it does not hold the promissory notes secured by the deeds of trust. A plain reading of the statute leads us to conclude that only the actual holder of the promissory note or other instrument evidencing the obligation may be a beneficiary with the power to appoint a trustee to proceed with a nonjudicial foreclosure on real property. **Simply put, if MERS does not hold the note, it is not a lawful beneficiary."**

Oregon Case:

NIDAY vs GMAC, MERS

" Plaintiff now appeals, again arguing that the "Oregon legislature intended the 'beneficiary' to be the one for whose benefit the [deed of trust] is given, which is the party who lent the money," rather than MERS. **We agree and hold that the "beneficiary" of a trust deed under the Oregon Trust Deed Act is the person designated in that trust deed as the person to whom the underlying loan repayment obligation is owed.** The trust deed in this case designates the lender, GreenPoint Mortgage Funding, Inc., as the party to whom the secured obligation is owed. And, because there is evidence that GreenPoint assigned its beneficial interest in the trust deed but did not record that assignment, the trial court erred in granting summary judgment in favor of defendants."

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In this article, it clearly states MERS has NO Beneficial Interest to foreclose on a property.

From Article: MERS & MORTGAGE

MERS and Mortgage Securitization - Securitization of Residential Mortgage Loans

Regarding MERS as Nominee

MERS does record the assignment in the actual real property records system. The actual note itself, is the creation of the legal obligation to have the loan/note repaid for the debt. Thus the note is the actual legal document which backs the debt. The debt itself has not been transferred or negotiated by MERS

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• MERS is not legally entitled to receive monthly payments from the borrower. MERS cannot legally be entitled to benefit from a foreclosure in any sale of the home in a foreclosure sale.

• MERS does not own the mortgage note, thus it cannot attempt to foreclose.

• MERS cannot have any legal claim or interest in the loan interest, the debt, security instrument which MERS serves as a nominee.

Possession of the Note and Holder in Due Course

"Coming to the forefront, possession of the Note is a key argument. The foreclosing entity has to prove possession and ownership of the original Note in order to foreclose. A survey reported that upwards of 40% of the Notes are missing and cannot be found that's why this comes to the forefront. And MERS is once again involved in this."

"

It should also be noted that the lender or other holder of the note registers the loan on MERS. Then, under the MERS system all sales or assignments of the mortgage loan are accomplished electronically. MERS never acquires actual physical possession of the mortgage note, and they don't acquire any beneficial interest in the Note.
"

Assignee Liability

"Assignee liability is another issue being contested. Under TILA and RESPA, If on the face of the loan documents gives evident that there are violations of the statutes, then assignees have a significant liability when they assume the loan. Moreover, the question arises as to if assignee liability can be claimed only if there are no violations on the face of the documents.

[…]

This could offer "cover" for all the parties who are participating in the Securitization process, since no where were there recorded Assignments and "proof of ownership" and the note could not be easily determined. Tracking the monthly payments made to the investors, determining which party received the monthly payment will be the only way to determined ownership of the Notes. This would be time consuming and likely only Discovery would prove the process necessary to get this information.

In Cazares v Pacific Shore Funding, CD. Cal. Jan 3, 2006, assignee that actively participated in original lender's act and dictated loan terms may be liable under UDAP."

Because of the preceding statements, any foreclosure attempt on a Deed of Trust that is securitized may be completely unlawful.

The Plaintiff and her husband were unaware of this flaw in their Mortgage Deed of Trust when they purchased their home in 2000. Because of this flaw, any transfer of interest that occurred subsequently, to this original Fannie Mae mortgage was invalid, as the original Warranty Deed, states on its face: MERS as the nominee, so it can not be the beneficiary and can not Assign its beneficial interest, nor foreclose on a property.

There are stories describing how this is a "loop hole" which caused banks to lose money. But actually, it was the Banks that exploited the purchasers.

Countrywide refinanced the Plaintiff's mortgage loan in January 2008. They often targeted recent divorcees and those who did not speak English as their first language. They looked for people who would be likely to not be able to make their payments over time. In other words they created these opportunities to exploit the purchasers circumstances. They viewed these parties as dupes, and renters of THEIR properties. They intentionally created DUPLICITOUS CONTRACTS, violating Federal Rules of Conduct for all Federal Employees including those regulated by the Federal Banking Regulations.

The records the Plaintiff received from the recorder's office in 2015, showed that the Plaintiff's 2008 documents, was transferred within 24 hours of closing, to become the underlying or basis for a REIT, (Real Estate Investment Trust). Countrywide was then paid in full for the loan, by the REIT upon receipt of the Deed of Trust, within 24 hours. But they did not have the legal right to convey to the REIT in 2008, that they had the original Note for the original Homestreet Deed of Trust of 2000, with MERS as Nominee. There is no evidence of their holding the original NOTE for this Deed of Trust. MERS did not have it. They merely created a new fraudulent NOTE in 2008. And all previous banks who were listed as refinancers of the Original Deed of Trust, did the same. There was no legitimate transfer of the 2008 Note associated with MERS, in 2000. There is no NOTE from the Original Deed of Trust. All subsequent Assignments are invalid because of this. And **Rushmore Loan Management** is aware of this. It is why they fail in their efforts to foreclose. It is likely why the King County Recorders office de-indexed the Plaintiffs original 2000 Title and Warranty Deed. They have no beneficial interest related to the Plaintiff's property and no right to foreclose, they have no valid Note, with which to foreclose. And their mortgage contract from 2008, which Bank of America is invalid. It is invalid because of the expiration of it as a legal mortgage contract, because of Statute of Limitations. And it is invalid because it is based on an illegal chain of Assignments

and Refinances, stemming from the 2000 Deed of Trust, which destroyed the NOTE. This was not an isolated incident.

What the Plaintiff also did not know at signing a Deed of Trust in 2008 with Counteywide, was that she was not entering into a two-party mortgage contract with Countrywide bank. She was signing a security instrument with a REIT, AND Countrywide, but this was not told to her. She did not know they viewed her as a dupe because she was a recent divorcee. She did not know they viewed her as a "renter". Instead she was lead to believe it was a two-party contract—with a lender, but it was not. $6mm was not enough to receive for this note for the various banks, for a property worth $427,500 in 2008. Instead Countrywide let the Plaintiff pay "rent" for 12 years, as "rent", on what they wrongfully sold as the basis for their security instrument. And received payment's from investors of the REIT. They did a rug-pull, manipulating the Plaintiff's mortgage payment amounts erroneously, with the help of Federal officers, including the Federal Trustee's approval. They presented falsified Notes and Deeds of Trust documents, in hearings hoping they could foreclose outside of an audit, on these unethical and often illegal "security instruments". And this was allowed without question. Even though the laws for Bankruptcy say all Creditors statements can be Audited by the Debtor or her Attorney. In similar cases the same lender will often purchase the homes at a discounted foreclosure price, then sell them at full retail value, for another hundreds of thousands of dollars Profit. It is a forced foreclosure process in an illegal, Fraudulent lending scheme. The Only one who MAY owe Rushmore Loan Management and their Client, Bank of America, any money is Countrywide. But Countrywide itself entered into a fraudulent refinance because it was based on a series of Assignments with NO Note from Original 2000 mortgage. Everyone has been paid for this Scheme. They just want to be paid even more. And they and Bank of America, and Rushmore Loan Management, also are being encouraged to continue this effort, with the Plaintiff, BECAUSE, it is the motive of Defendant CMU, and their Federal Funders and Partners, to cause the Plaintiff to lose her home, and all of her Assets, so she will not have a valid voice.

CMU settled with the Plaintiff in 2000, in Bad Faith. This is evidenced by their breaking the agreement in 2009-2012, in their releasing documents from her case that were to be sealed. (Exhibit C). And then by continually interfering with subsequent business contracts she has for her work, and interfering with her obtaining work. And by engaging Bank of America, after they inherited her Countrywide loan, to participate in cyberharassment, in 2012. And later, when the Plaintiff finally obtained success through a grant, from Project Catalyst, they used their influence to disrupt another contract and economic opportunity. In all of these efforts, they enlisted the help of Federal employees who willing and wrongfully used their office and authority to disrupt the Plaintiff's rights

access to Government services, to further cause a disruption in any contract the Plaintiff entered. Even interfering with the King County Recorder's office, to hide her 2000 Warranty Deed and Title for her property.

Thankfully the Plaintiff chose to research the history of her Title and home Ownership, including Assignments of Beneficiary interest, Title, and Securitization. She didn't do this until 2015, when she attempted to enter into a mediation, and was told, by Rushmore's own Attorney, they could not formerly state the name of the Beneficiary. (See Exhibit i). And then in 2018, when she received her file from her former Attorney's office, regarding her 2013 confirmed Chapter 13 case. And then, when she fully reviewed the trustee's ledger for her confirmed Chapter 13 case in 2018 and 2022).

Truman Holdings LLC, is listed on the 6/2022 Notice of Default. This is not the investor, or the Note holder. They have NO Standing to claim an interest or foreclose on the Plaintiff's property or claim to be a beneficiary. Rushmore Loan Management has full knowledge of this. Yet they again, try to get away with it.

MERS lost track of the note in the lenders haste to close as many securitized Deeds of Trust, (Illegally) as possible in the heyday of REITS and Countrywide Home Loans, and Bank of America acted as a collection agency, trying to get away with as many illegal and fraudulent forced foreclosures as possible.

The Plaintiff knows the name of the REIT Countrywide used, to enter her property into a Tranche. But this was an illegal placement. As there was no Note, transferred with Assignments going back to 2000, and her original Deed of Trust produced by Homestreet Bank, with MERS as nominee for the lender.

So, to **reiterate**, Defendant Rushmore Loan Management has no right to attempt to foreclose on the Plaintiff's property, for the following reasons:

1.
The original Mortgage Note, from Homestreet Bank which should have accompanied the Waranty Deed of Trust and Title, lists MERS as Nominee, which can not be
a beneficiary. Only a Lender can be a beneficiary. So any subsequent transfer of a beneficial interest, would have to include the Lender's Note. But the Lender's Note, from Homestead Bank and MERS was never Assigned to subsequent Lenders. Any subsequent NOTE attached to Countrywides's Mortgage Lien in 2008, was falsely constructed. It was not a Valid NOTE.

2.
Rushmore Loan Management, representing Bank of America, already received payment in full for the loan, from the REIT investors, who placed the address of the Plaintiff's property into the Tranche of their REIT defrauded their investors as they did not base the Tranche on a Valid Note..

3
Truman Holdings LLC of NYC, (listed as Beneficiary on this recent invalid Notice of Default of June 2022), was never a beneficiary in any previous Assignments of interest on the the Countrywide loan, or loans previously Assigned attached to the Plaintiff's Property. The Plaintiff has copies of all Assignments, since 2000 when she became the Title holder with her former husband.

Defendant Rushmore's attorneys refused to formerly state who the beneficiary was for the "Bank of America/Countrywide" Deed of Trust. The mediator finally forced it to be wrongfully stated as Bank of America. She had no basis on which to take this authority. If accepted by the Plaintiff, it would have created a non-binding legal agreement with Rushmore Loan Management, and Bank of America, so the Plaintiff had to withdraw from Mediation. The mediator who acted wrongfully, was acting as a contractor of the Department of Commerce, of the State of Washington. She violated her License as an attorney. And The Department of Commerce violated Title 5, Code of Federal Regulations, by allowing this to occur, and attempting to use force and intimidation, and threats targeted at the Plaintiff to force her to enter into such an agreement that would violate her property Rights. (See Exhibit J).

4.
The Statute of Limitations for the Plaintiff's mortgage contract of 2008, with Countrywide home, (if it were a valid contract, which it is not) ends after 6 years from the first missed payment, according to Washington State Law. The first payment missed, occurred in March 2012. That has now been ten years. The law also states that if the lien holder has not successfully foreclosed on the property after multiple attempts, that a ruling in favor if the home owner to **quiet title** can occur. (See Exhibit K)

5.
Any previous loans on the Plaintiff's property have been paid in full, through the lending agreements between lenders, and the profits of the security instruments, (REITS) associated without valid Notes, or with fraudulently constructed Notes, rather than with the transfer of the Original Note, from Homestreet Bank, in 2000.

6.

The Defendant Rushmore Loan Management, has harmed the Plaintiff through multiple actions attempting to coerce her to violate her legal rights to her property, beginning in August 2014, while violating Federal Laws, and enlisting the help of Federal Employees. This should not be allowed in a proceedings which follow Federal Regulations.

7.
The Defendant Rushmore Loan Management has no legal worth to now state Truman Holdings LLC is the beneficiary for a non-valid, expired, invalid Mortgage Lien with Countrywide in 2008. Truman Holdings LLC has never appeared as Beneficiary for this Mortgage Contract.

8.
Rushmore Loan Management is damaging the Plaintiff by wrongfully attempting to claim in multiple venues, that the Plaintiff's 2008 Mortgage Contract is valid, when it is not. And by interfering with her earlier attempts to resolve her missed payments of 2012-2013 and working to balloon them for no legitimate reason.

RELIEF

Remedies and Compensation Sought by Plaintiff from Defendant Rushmore Loan Management

1.
The Plaintiff seeks a declaratory statement by this court, removing any and all previous liens against her property, by Rushmore Loan Management or anyone in the future who claims to be associated with the Plaintiff's 2008 mortgage loan, from Countrywide, or from any other Lender who sought to exploit the opportunity to create a Tranche in a REIT, using the the Plaintiff's property address, without a Valid Note from 2000, as the underlying instrument.

2.
The Plaintiff seeks a declaratory statement by this court, which reconciles all payments received by the Chapter 13 Trustee and paid to Rushmore Loan Management and Bank of America, as the record is currently inaccurate. (see Exhibit F). And a statement that the Notice of Default issued in June 2022 is invalid and misrepresents amounts received Rushmore Loan Management received from the Plaintiff. The Plaintiff seeks damages for this unlawful attempt to force the Plaintiff into court, once again.

3.
The Plaintiff seeks compensatory damages from Rushmore Loan Management and their co-conspirators in this effort to defraud the Plaintiff, for monies they are not entitled to by the Plaintiff, and for attempts to interfere with the Plaintiffs earnest effort to sell her home, peacefully live in her home, make mortgage payments, or resolve their demanded or wrongfully claimed defaults, damage the Plaintiff's equity, interfere with valid attempts to audit her payment history or amounts owed, and work with third parties including those acting in official government capacities and Federal employees to perpetuate a false history, including a smear campaign, in order to collude in the hiding of wrongdoing for Carnegie Mellon University. Although such efforts began with Bank of America, in 2012, similar efforts have now continued by the actions of Rushmore Loan Management, in 2022.

4.
In addition the Plaintiff wishes to be compensated for her loss of reputation and professional standing and community standing, and credit reporting and score damage, because of repeated efforts to foreclose when they had no legitimate standing to do so.

5.
The Plaintiff asks for compensation for emotional pain and suffering for ten years of harassment by intentionally and willfully using knowingly faulty mortgage instruments, which caused undue legal costs and pain and suffering for the Plaintiff, and for illegally pursuing monies not owed by the Plaintiff. Also for presenting false financial histories of the Plaintiff's mortgage account in court documents beginning in August 2014, and misrepresenting facts in hearings and to her attorneys in previous legal actions.

Damages sought from Defendant Carnegie Mellon University.

1.
Damages for breaking the Plaintiff's 2000 settlement agreement contract (Exhibit C) as outlined in a sealed document, to be shared in-camera.

2.
Damages for using their authority and influence as a Federal Contractor, to remove the Plaintiffs Constitutional rights, including the right to property, the right to privacy, the right to free speech, the right to work in her chosen field, the right to live peacefully and enjoy the fruits of her labor. The loss of community standing, and the loss of completing her career in academia, for which she worked for nine years to earn her degrees, the loss of completing her career in finance, at Morgan Stanley Smith Barney and RBC Dain Rauscher, after earning her licenses. Interfering with new professional relationships and

contracts, (through Project Catalyst at Cardano). Recontextualizing the Plaintiff's actions or work to people who have never met her, so they feel encouraged to belittle or bully her, as they feel they will receive career boosts or other formidable compensation, (as occurred with Mr CH and BC), and Influencing High Net Worth, high profile individuals to take illegal actions, (as outlined in the case against the UW, (see final Order Exhibit A). Compensation for 26 years of terror, merely because the Plaintiff had the courage to state Brent Scott's behavior was wrong, and the treatment of the 69 YO Auschwitz's survivor, who served on the faculty with me, was wrong, amongs other behaviors.

3.
Plaintiff would like assurances that Mark Cuban and his brother, Brian Cuban, will never make any further false or Defamatory statements about the Plaintiff, stalk her, or participate in any forums or online or Projects where she is engaged.

4.
Plaintiff would like all items of the original 2000 Settlement agreement (Sealed in this instant case), to be honored, including the sealing and returning of her private records, which were not done, (thus breaking our Settlement agreement), and which were then published on the internet between 2009 and 2012, in an attempt to intimidate her and cause her harm. Plaintiff would like compensation for the violation of her privacy this caused.

5.
Plaintiff would like the Jury to decide how much Carnegie Mellon University should pay Plaintiff for entering into a Settlement agreement with the Plaintiff, in 2000, in Bad Faith, as they clearly did not intend to stop their harmful behavior or stop interfering with her future contracts or economic relationships.

The Plaintiff was not aware at the time, that they clearly understood Brent Scott was a dangerous predator towards women, yet they approved his hiring, and defended him. The Plaintiff attempted to stop this behavior, but they supported it. This impacted the Plaintiff's life, because it said "have at it" "take her down or any technical women down, any way you can" as "women don't belong as developers of new technologies". This has gravely harmed thousands of women who sought to be developers. It sent hundreds of male graduates in Computer Science and other technical fields, from Carnegie Mellon out into the world, with the attitude that women should NOT be allowed to be technologists. We see this even in 2022, by the behaviors targeting the Plaintiff after CMU added their influence to the community at Project Catalyst, IOG, and CF.

6.
Plaintiff would also request all legal costs and her time, as legal preparer and researcher, at ($250 per hour), to be included in any award should she prevail in this case.